

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

CARPENTERS' DISTRICT COUNCIL OF )  
GREATER ST. LOUIS AND VICINITY, et al. )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
WOODS CONSTRUCTION SERVICES, INC., )  
 )  
Defendant. )

Case No. 4:09CV00520AGF

**MEMORANDUM AND ORDER**

This matter came before the Court on the motion for default judgment filed by Plaintiffs Carpenters' District Council of Greater St. Louis, et al. Plaintiffs filed this action on April 2, 2009 to recover from Defendant Woods Construction Services, Inc. delinquent fringe benefit contributions, liquidated damages, and interest owed to the plaintiffs' benefit funds pursuant to the Employee Retirement Income Security Act, 29 U.S.C. §1132(g)(2) ("ERISA") and pursuant to the Labor Management Relations Act, 29 U.S.C. §185 ("LMRA"). Default was entered by the Clerk on June 26, 2009, due to Defendant's failure to respond to the complaint. Plaintiffs now move for default judgment, submitting in support of their motion the affidavits of Juli Laramie and Greg A. Campbell.

Upon review of the motion, exhibits and affidavits submitted by Plaintiffs, the Court finds that Plaintiffs have established that under ERISA, 29 U.S.C. §1132(g)(2) and §1145, and the applicable collective bargaining agreement, Defendant owes \$7,149.86 in delinquent fringe benefit contributions, \$1,429.97 in liquidated damages and \$317.79 in interest for the weeks ending October 19, 2008 through May 3, 2009. The collective bargaining agreement and ERISA,

29 U.S.C. §1132(g)(2), require delinquent employers to pay Plaintiffs' attorneys' fees and costs. Plaintiffs incurred \$445.50 in legal fees and \$612.50 in court costs. Based on the evidence presented, the Court finds that the services performed by Plaintiffs' attorneys were reasonable and necessary to the litigation of this case, that the rates charged were reasonable, and that the amount sought for attorneys' fees is reasonable.

As a result, Plaintiffs are entitled to damages in the amount of \$9,955.62, as and for delinquent fringe benefit contributions, liquidated damages, interest and attorneys' fees and costs from Defendant Woods Construction Services, Inc.

Accordingly,

**IT IS HEREBY ORDERED** that Plaintiffs' motion for default judgment [#7] is **GRANTED**.

Dated this 10th day of July, 2009.

A handwritten signature in black ink, appearing to read "Rodney W. Sippe", written over a horizontal line.

RODNEY W. SIPPEL  
UNITED STATES DISTRICT JUDGE